of the power, he would have derived a benefit under the business arrangments existing between him and B. G. Easton. The exercise of the power might have brought the money of B. G. Easton as capital into a business in the profits of which, under the articles of agreement shown in evidence, E. Easton was entitled to share, but there was nothing in the transaction to transfer to E. Easton an interest in the money. He could only act in reference to it as the agent of B. G. Easton.

It is therefore, my conclusion, that this case has not been brought within the only exception. I feel authorized to admit the general rule, that the authority of the agent ceases at the death of the principal.

I believe that the defendants in this case had no knowledge of the death of the principal, and acted in entire good faith. The general rule of law, to be applied in this case may, therefore, operate hardly, as other general rules not unfrequently do; but courts are not authorized to ingraft exceptions to meet hardships of particular cases. I must find the issue in this case for the plaintiff.

ABSTRACTS OF RECENT ENGLISH CASES.

Administration—Assets—Irish Judgment Creditor—Priority.—Where a testator died domiciled in Ireland, with legal assets in that country and in England, owing debts in both countries, and the executors proved his will in both; but one of the executors who collected the assets in Ireland, remitted them to this country: *Held*, that an Irish judgment creditor, who claimed to be paid out of the Irish legal assets in this country, in priority, was entitled to be paid out of the legal assets here in the same priority as he would have been had they been administered in Ireland. *Cooke* vs. *Gregson*, *Cooke* vs. *Kerr*, 23 L. T. 86. (V. C. K.)

Administration.—Domicile—English and Irish creditors—English and Irish assets—English Judgment—Effect of decree in foreclosure suit in Ireland.—A testator died domiciled in Ireland, and having English and Irish assets. There were English judgment debts, and a debt upon mortgage and covenant (registered in Ireland,) upon which a decree had been obtained in a foreclosure suit there: *Held*, first, that the assets must be administered

according to the rules of the country of the domicile, and that the English judgments being considered in Ireland as foreign judgments, only ranked as specialty-debts, and therefore had no priority over specialty-debts in Ireland. Secondly, that the decree in the Irish foreclosure suit was not in the nature of a judgment for the debt itself, and therefore that this debt and the English specialty-debts must be paid *pari passu* out of the assets in Ireland and England. *Wilson* vs. *Dunsany*, 23 L. T. 73. (M. R.)

Arbitration—Award—Finality.—A cause and all matters in difference between the parties were referred to a barrister. A cross claim was urged on the part of the defendant before the arbitrator. The arbitrator professing to make his award "of and concerning the said several premises so referred as aforesaid," after disposing of all the issues in favor of the plaintiff, directed the defendant to pay a gross sum to the plaintiff, apportioned the costs of the reference and award, and, on payment thereof, directed that the plaintiff should execute and deliver to the defendant a general release; but nothing was said in respect of the cross claim: *Held*, that the award was nevertheless final; for that it must be intended, from the silence of the arbitrator upon the subject, that he had negatived the cross claim. *Harrison* vs. *Creswick*, P. O. 13 C. B. Rep. 399.

Attorney and Solicitor.—Admission of barrister without service of articles—Suppression of facts.—The primary consideration which induces the Court to admit a person to practice as an attorney, who has not served the full time and complied with all the requisites, is the interest of clients. *Re M'Nally*, 23 L. T. 116. (Exch., Ir.)

Where there has been the slightest suppression, on the part of an applicant to be admitted an attorney, of any material fact which should have been disclosed, if the Court are not satisfied it was unintentional, they will rescind the rule for his admission, even though his motive should not appear to be an improper one, or that it was for his own advantage. *Ibid.*

Attorney and Solicitor.—Striking off roll—Conducting prosecution without authority.—The Court will not strike an attorney off the roll for acting without authority in conducting the prosecution of a prisoner for felony. *Re W. B. Davies*, 1 Bail C. Cas. 207. (Per Crompton, J.)

Attorney and Solicitor.—Striking off roll—Non-payment of money pursuant to order of judge.—The mere non-payment of money by an attorney, pursuant to an order and rule of Court, is no ground for striking him off the roll. *Guilford* vs. *Sims*, 13 C. B. Rep. 370.

Bankers.—Damages for dishonoring customers' cheques.—The plaintiffs were customers of the defendants, who, as bankers, having effects of plaintiffs' in hand, dishonored their cheques. At the trial no special damage was shown: *Held*, that the judge was right in directing the jury that they were not bound to give nominal damages only, but should give moderate damages. (See Marzetti *vs.* Williams, 1 B. & Ad. 415.) *Rollin* vs. *Steward*, P. O. 23 L. T. 114. (C. B.)

Bills of Exchange and Promissory Notes.—Forged acceptance—Presentment and notice of dishonor.—The drawer of a bill of exchange is not bound by a presentment of the bill at a place named in a forged acceptance. *Wetton* vs. *Hodd*, 23 L. T. 79. (C. B.)

The defendant drew his bill of exchange for 120*l.*, directed it to T. L., and endorsed it to G., who endorsed it to the plaintiff. The plaintiff sued defendant as drawer of the bill, alleging in his declaration that the bill had been duly presented for payment, and dishonored. There was no allegation of acceptance. The defendant traversed the presentment of the bill. At the trial the bill was produced, and it bore an acceptance by T. L., payable at a banker's. T. L. was called and he proved that the acceptance was a forgery. Proof was given that the bill was duly presented at the bankers' according to the directions of the acceptance, and by them dishonored; also, that notice of dishonor was given to the defendant. No evidence was offered as to whether or not the acceptance was on the bill when it was endorsed away by the defendant, though it was shown that the bill bore the acceptance when it was endorsed by G. to the plaintiff: *Held*, that this was not a good notice of presentment, and that the defendant consequently was not liable on the bill. *Ibid.*

Carriers.—Railway Company—Ticket—Special contract—Misdirection.—A. took some cattle to a railway station, to be carried along the railway. He hired a truck for the cattle, paid for their carriage, and thereupon received from the railway clerk a ticket, which contained terms exonerating the railway company from liability in case of injury to the animals or delay in the delivery. In an action by A. against the company for an injury to the animals and delay in delivering them: *Held*, that on these facts the judge who tried the cause was guilty of a misdirection in leaving it to the jury to say whether the railway company were common carriers of cattle for hire, and whether they received the plaintiff's cattle for carriage as common carriers for hire, or whether they received them under a special contract on the terms contained in the

ticket: as there was no evidence of the company being common carriers of cattle for hire, nor of any other contract but that contained in the ticket; and that he ought to have told the jury that there was either a special contract or no contract at all. *York, Newcastle, and Berwick Railway Company* vs. *Crisp*, 23 L. J. 125. (C. B.)

Criminal Information.—Privileged communication.—Upon an application for leave to file a criminal information for a libel contained in a letter, if it appears that such letter comes within the description of a privileged and confidential communication, this Court will not grant the application. *Semble*, that a refusal upon such a ground will not deprive the applicant of his right to bring an action. *Ex parte William Parker Hoare*, 23 L. T. 83; 18 J. P. 314. (Bail C., per Coleridge, J.)

Easement.—Right of support to soil.—Where the defendant contracted with certain persons to build a warehouse on his land, and in excavating for the foundation they disturbed and threw down the plaintiff's yard-wall and injured the walls of plaintiff's house, which adjoined the defendant's premises, the house of the plaintiff not being an ancient house: *Held*, that the plaintiff had no right to the support of defendant's soil, and that therefore the defendant was not liable for the damage so done. (See Dodd *vs.* Holme, 1 A. & E. 493.) *Nicholls* vs. *Gayford*, 23 L. T. 96. (Exch.)

Landlord and Tenant.—Commencement of tenancy—Written agreement—Yearly hiring.—In the absence of any evidence to the contrary, the tenancy under a written agreement for the hire of premises at a yearly rental, from year to year, must be taken to begin from the day on which that agreement professes to have been executed; and that question is for the judge and not for the jury. *Bishop* vs. *Wraith*, 2 Com. L. Rep. 287. (Exch.)

Life Insurance.—Local agent, authority of—Forfeiture, waiver of.—Endorsed upon a life policy, was a condition that the policy should be void, and the money secured thereby be forfeited to the use of the Insurance Company, if the insured should go beyond the limits of Europe without the license of the directors. The condition was infringed by the insured going to reside in Canada, where he died; but after the breach, the local agent of the company at the place where the policy had been effected continued to receive the usual premiums upon the policy, with notice of the breach of the condition, which he represented as not invalidating the policy, provided the premiums were regularly paid: *Held*, that

the notice of the breach of the condition given to the agent of the insurance office was constructive notice thereof to the company; and that the latter, whether they had express notice of the breach or not, were precluded by the conduct of their agent from insisting upon the forfeiture upon the death of the insured. *Wing* vs. *Harvey*, 18 Jur. 394; 23 L. T. 120. (Lords JJ.)

Trover.—Damages—Payment after action of money expended on goods.—Defendant converted certain japanned skins of the plaintiff, whereupon the plaintiff brought trover; after action, defendant, without plaintiff's request, paid the japanner the costs of japanning them,—the japanning being done upon plaintiff's orders: *Held*, that the plaintiff was entitled to recover the full value of the goods in their japanned state, and that the defendant was not entitled to deduct the sum he had paid the japanner. *Salmon* vs. *Horwitz*, 23 L. T. 77. (Q. B.)

NOTICES OF NEW BOOKS.

Supplement to Purdon's Digest. By Frederick C. Brightly, Esq., author of the "Law of Costs," "Nisi Prius Reports," etc. Philadelphia: Kay & Brother, 193 Market street, Law Booksellers and Publishers. 1854: pp. 81.

We are pleased to see that Mr. Brightly has supplied us with this useful Supplement, in continuation of his Digest, arranged and prepared on the same general plan. It would hardly be necessary to say anything about the value and utility of the arrangement of a work that is universally in the hands of the profession, and has been confidently and warmly recommended by almost every judge in this Commonwealth. The promptitude with which we have been furnished with this Supplement, deserves commendation, as the Pamphlet Laws published by the state rarely reach us before August of the current year. The editorial labor on this pamphlet is, we think, in every respect fully equal to the labor on the great Digest; and the Notes and Citations of Cases, are convenient and very useful, as giving the very latest judicial interpretation to the statutes. Mr. Brightly has again laid the profession under obligation, and we trust that his useful labors may be long continued.